SERIAL 02094 - RFPFINANCIAL MANAGEMENT SYSTEM, SOFTWARE AND SERVICES

CONTRACT PERIOD THROUGH FEBRUARY 28, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FINANCIAL MANAGEMENT SYSTEM, SOFTWARE AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 04, 2004.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CS/mm
Attach

Copy to: Clerk of the Board
                    Jean Bandes, County Schools
                    Sharon Tohtsoni, Materials Management

CONTRACT PURSUANT TO RFP

This Contract is entered into this 4th day of February, 2004 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Windsor Management Group, an Arizona corporation ("Contractor") for the purchase of a Financial Management System Software and Services.

1.0   TERM

      1.1   This Contract is for a term of five (5) years, beginning on the 1st day of February, 2004 and ending the 28th day of February, 2009.

2.0   PAYMENT

      2.1   As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing (Pricing Sheet C70-35-06S/B0604306), attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.

      2.2   Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.0   DUTIES

      3.1   The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B," hereafter referred to as the "Scope of Work."

      3.2   Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

      3.3   During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

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4.0   TERMS & CONDITIONS

4.1   INDEMNIFICATION AND INSURANCE:

4.1.1   **INDEMNIFICATION**

4.1.2   Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.3   **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY.**

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

4.1.4   Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance   policies   to   protect   **COUNTY**.

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The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.4.1 <u>Commercial General Liability</u>. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.4.2 <u>Automobile Liability</u>. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, <u>Commercial Umbrella Insurance with a combined single limit for bodily injury and property</u> damage of no less than $1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply

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4.1.4.3 <u>Workers' Compensation</u>. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.5 Certificates of Insurance.

4.1.5.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bond**,** which shall become binding upon the award of the contract to the Contractor.

A Performance Bond or Irrevocable Letter of Credit equal to $1,000,000 conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract. Such bond shall be reduced to $250,000 upon completion of Phase 2 as described in the Scope of Work, $100,000 upon completion of Phase 3 as described in the Scope of Work and no bond shall be required after completion of Phase 4 as described in the Scope of Work.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

4.3   NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003

For Contractor:

Windsor Management Group, LLC
8950 S. 52nd Street
Tempe, AZ 85284

4.4   REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.5   APPROPRIATION CONTINGENCY:

The vendor recognizes that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The vendor and the County herein recognize that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end of June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will actually be adopted,

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said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.6   ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.7   TERMINATION:

In the event of any default by Contractor of any material terms or conditions of this Contract, the County shall give notice to Contractor of the nature of the default and shall give Contractor 30 days in which to cure such default. If the default has not been cured within the thirty (30) day period, the County may terminate this Contract.

County may unconditionally terminate this Contract for convenience by providing sixty (60) calendar days advanced notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.8   STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.9   OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10   ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11   SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be

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unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.12   AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13   RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.14   AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.15   VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.16   RIGHTS IN DATAND CONFIDENTIALITY:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

For the purposes of this Agreement, "Confidential Information" as used herein shall include any and all written and verbal information provided by either party (the "Disclosing Party") to the other (the "Receiving Party") in connection with the services to be rendered by Contractor, the data provided by the County to be used on Contractor's software, and the nature and functions of the Contractor's software, *whether marked or designated as confidential or not to the extent permitted by law*. **Except as set forth below, the definition of Confidential Information shall not include any information which: (i) is or becomes generally known to third parties through no fault of the Receiving Party; or (ii) is already known to the Receiving Party prior to its receipt from the Disclosing Party as shown by prior written records; or (iii) becomes known to the Receiving Party by disclosure from a third party who has a lawful right to disclose the information.**

In consideration of the disclosure to Receiving Party of the Confidential Information, and to the extent permitted by law, Receiving Party agrees to receive and to treat the Confidential Information or Disclosing Party on a confidential and restricted basis and to undertake the following additional obligation with respect thereto: (a) Not to duplicate, in whole or in part, any Confidential Information; (b) Not to disclose Confidential Information to any other person nor to use the Confidential Information otherwise than in connection with carrying

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out the obligations of this Contract; and (c) To return all Confidential Information to the Disclosing Party upon request therefore and to destroy any additional notes or records made from such Confidential Information.

4.17   INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.18   **RIGHTS AND OBLIGATIONS OF PARTIES ON TERMINATION WITH RESPECT TO HARDWARE AND SOFTWARE:**

In the event of termination of this Agreement by the County whether by termination for cause or without cause, whether permitted by this contract or not, or by expiration of the term of this contract, pursuant to the terms hereof, if the County returns to Contractor all tangible deliverables provided by Contractor and ceases permanently to use any of the software provided or installed by Contractor prior to termination, the County shall have no further liability to Contractor for its use of the software. If the County retains or uses the software or any portion thereof, Contractor will have no further liability to upgrade, maintain or service the software or the hardware on which it is installed, but the County shall pay Contractor a continuing royalty of $25,000 per year in advance for so long as the software or any portion thereof shall continue to be used. Contractor shall have no liability arising from this Contract or by law for any claim arising from the use after the date of termination of the hardware or software supplied by Contractor.

In the event of termination of this Agreement by the County without cause or in breach of the terms of this Contract, the County shall return to Contractor all deliverables provided by Contractor and shall cease permanently to use any of the software provided or installed by Contractor prior to termination.

In no event after the termination of this Agreement for any reason with or without cause shall the County sublicense or use the software delivered by Contractor for any purpose, for any use, or for any user other than the purposes, uses and users set forth in the Scope of Work.

The parties hereto retain all rights of action available to them in case of a breach or default of this Contract. The provisions of this Section 4.16 shall not be the exclusive remedies of the parties hereto.

4.19   **OWNERSHIP OF SOFTWARE:**

Contractor has developed and owns a proprietary software system for use by school districts and other public agencies for financial recordkeeping and budgeting purposes, which consists of several modules or components, which are marketed by Contractor under the trademark INFINITE VISIONS®. Each module may be used by itself or as part of a system containing more than one module. A portion of the Scope of Work consists of licensing to the County the software developed by Contractor. The County expressly acknowledges and agrees that it will be a nonexclusive licensee only of that software and that Contractor owns all rights to the software, including any enhancements, improvements and upgrades that may be developed in the course of performing the services called for in the Scope of Work. The County also expressly acknowledges that the trademarks, service marks, copyrights and proprietary information developed by Contractor and used in connection with the services called for in the Scope of Work are owned by Contractor and that the County has no rights to use them except as provided in this Contract.

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4.20 **SPECIAL INSOLVENCY PROVISION:**

Notwithstanding any other term of this Contract, Contractor agrees than in the event it is adjudicated bankrupt or ceases to do business, and this Contract is not assumed by a successor which has the capability to perform satisfactorily hereunder, Contractor will supply to the County for its use the source and object codes for the software licensed to the County. The County may thereafter use the source and object codes in the manner contemplated by the Contract but no other manner and may not sublicense to or allow the use of the codes by any other person or agency.

4.21 **ADDITIONAL LICENSING PROVISIONS**

The software license granted by Contractor to the County in this Contract is limited to use with respect to school districts in the County with fewer than 4,000 students or those Districts that were being hosted on the County's AS400 as of January 1, 2004.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME AND TITLE

_____
ADDRESS

_____
DATE

MARICOPA COUNTY

BY: _____   _____
     CHAIRMAN, BOARD OF SUPERVISORS   DATE

ATTESTED:

_____   _____
CLERK OF THE BOARD   DATE

APPROVED AS TO FORM:

_____   _____
MARICOPA COUNTY ATTORNEY   DATE

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WINDSOR MANAGEMENT GROUP LLC., 8950 S. 52ND STREET #309, TEMPE, AZ 85284

SERIAL 02094-RFP
PRICING SHEET C70-35-06/B0604306
BIDDER NAME: Windsor Management Group
F.I.D./VENDOR #:   86-0811316
BIDDER ADDRESS: 8950 S 52nd Street Suite 309 Tempe, AZ 85284
P.O. ADDRESS:
BIDDER PHONE #:   480-777-7166
BIDDER FAX #:   480-777-7164
COMPANY WEB SITE: www.infinitevisions.com
COMPANY CONTACT (REP):   Sid Borcher
E-MAIL ADDRESS (REP):   sidb@infinitevisions.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: __X___ YES _____ NO

ACCEPT PROCUREMENT CARD: _____ YES __X___ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X___YES _____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.
TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.
FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.
BIDDER MUST INITIAL THE SELECTION BELOW.
NET 10   _____
NET 15   _____
NET 20   _____
NET 30   _____
NET 45   _____
NET 60   _____
NET 90   _____
2% 10 DAYS NET 30   _____X_____
1% 10 DAYS NET 30   _____
2% 30 DAYS NET 31   _____
1% 30 DAYS NET 31   _____
5% 30 DAYS NET 31   _____

PRICING:
NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax
applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS
CERTIFY
BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH
THE
TERMS AND CONDITIONS SET FORTH HEREIN.

Please fill in the tables below adding more lines as needed.

Additional notes may be added under each table if further explanation is required.

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WINDSOR MANAGEMENT GROUP LLC., 8950 S. 52ND STREET #309, TEMPE, AZ 85284

PART I: LABOR RATES
Enter the labor categories applicable to this project, the staff to be assigned to this project in each labor category, and the corresponding labor rate (including overhead).

Labor Category	Staff Person	Current Proposal Hourly Labor Rate	Final and Best Hourly Labor Rate
Project Management	BB	$125.00	
System Set up Planning	TM	$100.00	
Platform Review	LP	$125.00	
Installation	LP	$125.00	
Technical Training*	LP	$254.00	
Application Training	SH	$100.00	
Application Training	DB	$100.00	
Application Training	RL	$100.00	
On Site Consulting	SH	$100.00	
Data Conversion*	RD	$95.00	
On-Site Assistance	SH	$100.00	
On-Site Assistance	DB	$100.00	
Custom Programming		$ 95.00	

NOTES:

PART II: LABOR HOURS and COST

In the left hand column enter the tasks in your proposal.
The tasks must correspond to your proposal. In the column headings across the top of the table, enter the names or initials of the staff members to be assigned to this project. In the rows, enter the number of hours each staff member will be assigned to each task. Total the cost members to be assigned to this project. In the rows, enter the number of hours each staff member will be assigned to each task. Total the cost and the number of hours to the right. Add each column and enter the total in the bottom row.

TASK	Staff 1	Staff 2	Staff 3	Staff 4	Staff 5	TOTAL HOURS	TOTAL COST
Manage Project	BB					80	$10,000
System Set up Planning	TM					96	$9.600
Platform Review	LP					48	$6,000
Installation	LP					32	$4,000
Technical Training*	LP					152	$38,608
Application Training	SH					104	$10,400
Application Training		DB				104	$10,400
Application Training			RL			104	$10,400
Application Training				CD		104	$10,400
On-Site Consulting	SH					24	$2,400
On-Site Consulting		DB				24	$2,400
On-Site Consulting			RL			24	$2,400
On-Site Consulting				CD		24	$2,400

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WINDSOR MANAGEMENT GROUP LLC., 8950 S. 52ND STREET #309, TEMPE, AZ 85284

On-Site Assistance	SH					168	$16,800
On-Site Assistance		DB				168	$16,800
On-Site Assistance			LP			24	$2,400
Data Conversion*						480	$45,600
TOTALS						1760	$201,008

NOTES:

Training, Implementation, Installation, On-site Consulting,On-Site Assistance and Conversion costs quoted on this table include the 6 pilot districts and county personnel in proposal. These are based on a July 1, 2004 Implementation. All other ASP Districts included in proposal will be trained by county school personnel after the first phase is completed.

Personnel to be assigned to this project (Resumes in Section 5.31.5):

> Barry Bolnick - VP of Professional Services
> Trisha Maes - Implementation Manager
> Lou Porreco - Director of Technology
> Stefan Handlong - Application Trainer
> Robin Dase - Software Developer
> Diana Betancourt - Application Trainer
> Cole Duey - Application Trainer
> Renee LaChance - Application Trainer

PART III: SOFTWARE COSTS

In the tables below enter the proposal price and other information required for each separately priced software package. You may propose more than one pricing option for the software products – per unit and/or enterprisewide licensing. Fill in Table III-1 if you propose a per unit cost basis. Fill in table III-2 if you are if you are proposing enterprisewide licenses for any software products. Include all proposed software packages in each table (so that the total at the bottom right-hand column adds to the total software price for option 1 or 2). You need not offer all packages as enterprisewide licensing to offer option 2.) Indicate the product's cost basis (for example: per seat for named users; per seat for concurrent users from 1- 200; per server, enterprisewide or other description of unit pricing), the estimated number of licenses required for the County, the price per cost unit and the total extended cost of the software. Add the last column for a total software cost cost of the software. Add the last column for a total software cost for each option you offer.

(Provide Optional Software Cost as a separate line item of annotate the Optional Software Costs total in Table IX-1 + IX-2)

TABLE III-2: OPTION 2 - ENTERPRISEWIDE LICENSING

Product Name	Product Description	Cost Basis	Number of Licenses Proposed	Price Per Unit	Total Software Cost	Optional Software
			Enterprise	$	$	$
Cost Basis		Per Student		**$10.00**		
Core Accounting	AP, GL, PR	Per Student		$	$	$
General Fixed Assets	GFA	Per Student		$	$	$
Human Resources	HR	Per Student		$	$	$
Accounts Recv	AR	Per Student		$	$	$
State Report	ST RPT	Per Student		$		
Budget Vision	BV	No Charge				
Total of Modules Listed Above				$	$330,920.00	$

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WINDSOR MANAGEMENT GROUP LLC., 8950 S. 52ND STREET #309, TEMPE, AZ 85284

OPTIONAL:				$		
Warehouse	WH			$		$33,092.00
TOTAL					**$330,920.00**	**$33,092.00**

NOTES:

Table 111-2 costs are based on a total combined student count for all districts listed on Table 2.
WMG uses the state provided ADM for FY 01/02 for figuring costs supplied. This combined number
is 33,092.

PART IV: SOFTWARE WARRANTY COSTS
In the tables below, enter the cost of warranty support for the type of support included in your proposal for each of the first 5 years separately by year. Use Table IV-1 for Option 1 - Per Unit Cost and Table IV-2: Option 2 - Enterprisewide Licensing. Be sure to list all software products included in your proposal. The cost basis is the manner of figuring the warranty cost such as a percentage of the license cost or a fixed cost per license, etc. Total the warranty cost at the bottom of the last column. If warranty is included in the purchase price of the software, please indicate that below. (Insert additional lines as needed)

TABLE IV-2: OPTION 2 – ENTERPRISEWIDE LICENSING

Warranty Support Package Name	Software Products Covered	Year	Cost Basis	Total Warranty Cost
		1		$
N/A				$
See Note		2		$
				$
		3		$
				$
		4		$
				$
		5		$
				$
TOTAL				$

NOTES:
Per response to question #26, this cost applies to Hardware supplied by
Vendor. WMG does not supply or warranty hardware. All other costs
related to our Infinite Visions Software are included in Part VI: Support Costs
Table VI-1 Option 2.
Estimated equipment and related costs are supplied for imformation only in Section 5.31.4.1
This estimate has been added to the total pricing 5.31.7 Table IX-2:Option 2

 PART V: SOFTWARE MAINTENANCE COSTS

In the tables below, enter the cost of maintenance support for the type of support included in your proposal for each of the first 5 tyears, separately by year. Use Table V-1 for Option 1 - Per Unit Cost and Table V-2: Option 2 - Enterprisewide Licensing. Be sure to list all software products included in your proposal. The cost basis is the manner of figuring the maintenance cost such as a percentage of the license cost or a fixed cost per license, etc. Total the maintenance cost at the bottom of the last column. If the maintenance cost is included in the purchase price of the software or the warranty price, please indicate that below.

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TABLE V-2: OPTION 2 – ENTERPRISEWIDE LICENSING

Warranty Support Package Name	Software Products Covered	Year	Cost Basis	Total Warranty Cost
				$
Included in Support				$
Costs.				$
				$
Table VI-1 Option 2				$
				$
				$
TOTAL				$

NOTES:
Software Maintenance and Support Costs are considered one in the same
for Infinite Visions Software. The total cost is reflected in Part VI: Support Costs
Table VI-1 Option 2.

PART VI: SUPPORT COSTS
In the table below, enter the cost of support costs for the type of support included in your proposal for each of the first 5 years, separately by year. Use Table VI-1 for Option 1 - Per Unit Cost and Table VI-2: Option 2 - Enterprisewide Licensing. Be sure to list all software products included in your proposal. The cost basis is the manner of figuring the support cost, such as an hourly rate for telephone support or an on-site rate. The Cost Per Unit is the hourly or other rate for the type of "units" listed in the cost basis column. If the support cost is included in the purchase price of the software, the warranty price or the maintenance price, please indicate that below.

TABLE VI-1: OPTION 2 – ENTERPRISEWIDE LICENSING

Warranty Support Package Name	Software Products Covered	Year	Cost Basis	COST PER UNIT	OPTIONAL COST PER UNIT
Acct Modules - Ref Table 111-2 Opt 2	Core Acct, GFA, HR, AR St Rpt, BV	1	$3	$124,095	$
Warehouse Module - Ref Table 111-2 Opt 2	WH				$8,273
Acct Modules - Ref Table 111-2 Opt 2	Core Acct, GFA, HR, AR St Rpt, BV	2		$129,059	
Warehouse Module - Ref Table 111-2 Opt 2	WH				$8,604
Acct Modules - Ref Table 111-2 Opt 2	Core Acct, GFA, HR, AR St Rpt, BV	3		$134,221	
Warehouse Module - Ref Table 111-2 Opt 2	WH				$8,948
				$	$

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Acct Modules - Ref Table 111-2 Opt 2	Core Acct, GFA, HR, AR St Rpt, BV	4		$139,590	$
Warehouse Module - Ref Table 111-2 Opt 2	WH			$	$9,306
				$	$
Acct Modules - Ref Table 111-2 Opt 2	Core Acct, GFA, HR, AR St Rpt, BV	5		$145,174	$
Warehouse Module - Ref Table 111-2 Opt 2	WH			$	$9,678
TOTAL				$672,139	$44,809

PART IX: TOTAL COSTS

Please enter the total costs from the appropriate tables above into the tables below. Use Table X-1 for Option 1 that includes per unit software pricing. Use Table IX-2 for Option 2 –Enterprisewide Licensing (if offered).

TABLE IX-2:OPTION 2 – ENTERPRISEWIDE LICENSING

COST ITEM	PRICE
Labor Cost (Total)	$201,008
Software Cost (Total)	$330,920
Total Optional Software Cost (Total)	$33,092
Software Warranty (Year 1)	N/A
Software Maintenance (Year 1)	Incl in Support
Software Support (Year 1)	$124,095
Optional Software Support Cost (Year 1)	$8,273
Performance Bond and Source Code Escrow	$30,000
Hardware Warranty (Year 1)	N/A
TOTAL	$727,388

TABLE X - MISCELLANEOUS COSTS, TRAVEL, ETC.

COST ITEM	PRICE	
Custom Code Per Hr*	$95	* Total hours undetermined until detailed specifications are agreed to.
Per Diem*	$30	* Per Diem charges will only apply when WMG Staff are required to be at the County
	$	School Office before 8:00 AM and after 5:00 PM. Mileage will be charged
TOTAL	$	for travel to Pilot School Sites only @ $ .36 per mile. Parking Fees as they apply.

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Option to Prepay Annual Support

	Support w/o Prepay	Discount	Support With Prepay	Net Savings
5 year prepayment	$672,139	5.00%	$638,532	$33,607
10 year prepayment	$1,489,898	10.00%	$1,340,908	$148,990

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Exhibit B: Scope of Work

	MCSOS T.I.P.S. Project Change Request Form	
Change Request ID:Assigned by MCSOS	**Business Area:**[1]	**Product Module:**
Submitted By:	**Project Name: Technology Improvement Project for Schools**	
Date:	**Project Manager: Jean Bandes**	

Change Request Description:[2]

Impact on Project:[3] Low	**Additional Funding?:**[4] Yes Amount:

Scope:

Recommended Actions:[5]

Supporting Documentation:[6]

Signature:	**Date:**

PLEASE FORWARD TO THE PROJECT MANAGER FOR PROJECT REVIEW GROUP SUBMISSION

Authorized by:	**Budget Approval:**
Completed:	**Date:**

---

[1] *Hardware / Networking / Finance / Payroll / County Custom / Training*
[2] *Add a brief description of the Change Request*
[3] *Choose either Low / Medium / High*
[4] *Choose either Yes / No*
[5] *Add a brief description of any actions taken to make the change*
[6] *Add any documentation references which may substantiate this change*

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Exhibit B: Scope of Work

	MCSOS T.I.P.S. Project
	Issue Report Form

Issue ID:Assigned by MCSOS	Business Area:[7]		Product Module:
Raised By:	**Project Name: Technology Improvement Project for Schools**		
Date Raised:	**Project Manager:** Jean Bandes		

Issue Description:[8]

Impact:[9] Low	Change Request?:[10] Yes

Recommended Actions:[11]

Responsible Party for Resolution:

Supporting Documentation:[12]

Signature:	Date:

PLEASE FORWARD TO THE PROJECT MANAGER FOR PROJECT REVIEW GROUP SUBMISSION

---

[7] *Hardware / Networking / Finance / Payroll / County Custom / Training*
[8] *Add a brief description of the issue*
[9] *Choose either Low / Medium / High*
[10] *Choose either Yes / No*
[11] *Add a brief description of any actions that should be taken to resolve the issue*
[12] *Add any documentation references which may substantiate this issue*

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Exhibit B: Scope of Work

![Maricopa County seal]	**MCSOS T.I.P.S. Project** **Sign Off Form**	

Date:	Category: ☐ Network ☐ Testing ☐ Training ☐ Conversion ☐ Deliverable	Type:

Description:[13]

Submitted By:
Windsor Rep:

---

[13] *Add a brief description of Category and Type*

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Exhibit B: Scope of Work

	MCSOS T.I.P.S. Project **Status Report**

Date:	Project Status:[14]	
Submitted By:	**Project Name: Technology Improvement Project for Schools**	

Current Activities:[15]	

New Issues:	Issues Resolved:
Open Issues:	Open Change Requests:

Upcoming Activities:[16]

Supporting Documentation:[17]

---

[14] *Ahead of Schedule / On Schedule / Minor Delay / Major Delay*
[15] *Add a brief description of Current Activities*
[16] *Add a brief description of Current Goals to Acheive*
[17] *Add any documentation references*

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Exhibit B: Scope of Work

Description of Work Product

This is a firm, not-to-exceed contract that includes implementation of all the following InfiniteVisions modules and all of the following major deliverables as listed in RFP-02094, and as demonstrated in the InfiniteVisions demonstration and the Windsor Product interview.

The scope of this project includes conversion, implementation, and training for all school districts currently running on the County AS400. Maricopa County will provide services as an ASP for the current AS400 districts and may provide ASP services to any other Maricopa County district with an ADM of 4,000 or less, at no additional licensing or support cost.

InfiniteVisions Module	Phase 2: July 1, 2004 Initial Districts	Phase 3: On or Before December 20, 2004 Remaining Districts
Core Accounting	X	X
General Fixed Assets	X	X
Human Resources	X	X
Accounts Receivable	X	X
State Reporting	X	X
Budget Vision	X	X
Warehouse (Optional)	X	X

If December 2004 go-live date is not in the best interest of any of the districts, Maricopa County has the right to schedule implementation of those districts for July 1, 2005, at no additional cost, with the normal implementation support of Windsor Management.

The minimum completion deliverables for the implementation of the InfiniteVisions software will be as follows:

1. Functional, integration, and stress acceptance testing satisfactorily completed for each of the aforementioned modules.
2. Documentation of business processes, end-user procedures, post-implementation help desk strategy, and completion of the training plan.
3. System interfaces completed and tested (internal as well as external).
4. Legacy data conversion process completed, tested, auditable, and reconcilable.
5. Technical system operations procedures documented and in place.
6. Documentation of the system roll-out/go-live plan completed.
7. System go-live achieved (defined as the agreed-upon go-live date determined after the Implementation meetings) and the system in production for 4 weeks with acceptable performance. Windsor will manage system tuning and stress testing in order to provide the County the best possible system performance. During stress testing, if problems are encountered, Windsor will have access to and work with the County to facilitate acceptable performance as defined by the goals of: (1) 95% of all on-line transactions have end-to-end response times of 2 seconds or less; (2) The InfiniteVisions "Payroll Calculation" and "Payroll Posting" processes will run to completion as advertised by Windsor Management. These performance goals will

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Exhibit B: Scope of Work

be reviewed following every Phase to determine their validity and to make modifications as appropriate.

8. Change Management strategy documented and tasks completed. Adequate transfers of knowledge to allow Maricopa County to independently manage, upgrade, and enhance the InfiniteVisions system as installed. Windsor must work with the Maricopa County School Superintendent's Office Technical Staff to determine sufficient knowledge transfer.

In addition, Maricopa County will pay for each approved customization on an individual fixed-price basis at the end of each phase after each customization has been through functional, integration and stress acceptance testing.

Windsor is expected to provide comprehensive guidance and experience on the InfiniteVisions Enterprise software, and work as a partner with Maricopa County throughout the implementation of this system. The following is a list of services to be provided by Windsor and contracted resources:

- Expertise in the areas of InfiniteVisions Accounting, Payroll, Human Resources, Fixed Assets, and Warehouse modules, enterprise performance management, and hardware administration and setup.
- Project planning and organization
- Implementation management
- Scope management
- Configuration of the InfiniteVisions software (with minimal customizations) utilizing industry best practices
- Technical and functional/business consulting
- Custom software design, analysis, programming, & testing (if necessary)
- Legacy data conversion
- Security consulting and configuration for integrated software
- Electronic workflow consulting, design and implementation
- End-user training customization and Train-the-Trainer classes in the InfiniteVisions software for all phases
- Project and setup documentation
- Production implementation and support
- Manage performance tuning activities
- Change management and communication
- Knowledge transfer

The level of functionality Maricopa County requires is outlined and identified in the solicitation specific to the software and all other capabilities provided by the current systems.

The County will have the InfiniteVisions modules installed and available for use by Maricopa County School Superintendent's Office by March 1, 2004 and available for use by Maricopa County School Districts by May 1, 2004, and will have patches/fixes/updates applied promptly throughout the project. Delays attributed to networking, database, hardware or other system/technical environmental factors may have an adverse impact on the project team activity and efforts to meet deliverables.

Exhibit B: Scope of Work

Windsor Team Manager and Maricopa County Project Manager shall also prepare a Detailed Project Plan of all tasks to be accomplished to implement the required functionality.

Windsor shall provide technical consultants who are experts in the use of InfiniteVisions Enterprise software, to accomplish the tasks and functions to be performed for a successful implementation. They shall work with the Maricopa County implementation team in specifying technical requirements, and provide support for the project's technical infrastructure, including system modifications where agreed to.

Windsor is responsible for providing management of Windsor resources (Windsor or sub-contractors including third-party software implementers) in order to meet the project goals and time schedule. Maricopa County shall be responsible for providing management of its resources and will ensure the availability of sufficient Maricopa County staff and resources to meet the goals and time schedule agreed to.

Windsor will work closely with the Maricopa County Project Manager to maintain the detailed overall project plan and timeline.

A. Project Management Model

The County has established an Implementation Team made up of County Technical Staff. The County's Project Manager, along with the Windsor Team Manager are members of this Implementation Team. This team has the power to resolve procedural issues within 48 hours to avoid any project delays. All unresolved "issues" will be addressed. If the final disposition of any issue increases the scope of this project or otherwise adversely impacts the project plan, a formal change order will be processed.

Windsor and the County shall conduct weekly team status meetings to confirm progress on project activities, resolve project issues and communicate key decisions. Issues and situations that need addressed or that may adversely affect the project plan shall be documented and monitored by both parties. The Windsor Account Manager will meet with the County's Project Manager at least monthly, using conference calls and on-site visits, to review project progress, major issues and change control status.

Windsor will provide a quality assessment, and a risk assessment process during the project that determine the health of the project and outline a results-oriented action plan to remedy any project deficiency quickly and competently. In addition, there will be a post-implementation Quality Assessment performed at the end of each phase, as part of the scope of this contract.

Windsor and Maricopa County will carefully manage the scope of the project to assure management and team members that scope changes are analyzed and approved before adding changes to the project, thus ensuring that the project is given no additional scope without proper justification and planning.

Maricopa County will establish a formal acceptance process that ensures that each document and technical development effort is approved and signed off by the County Project Manager that the deliverable meets specifications.

B. Issue Management Methodology

Issue Management

An issue is a situation, action, problem or question arising during the performance of the project that cannot be efficiently or effectively resolved within an individual Functional

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Exhibit B: Scope of Work

Team. Left unresolved, an issue will impede or prohibit project-related progress by delaying or suspending work effort.

Roles and Responsibilities

The Maricopa County Project Manager is ultimately responsible for the overall management of resolving issues that arise during the project. The Windsor Team Manager is responsible for implementing and facilitating programs to manage these issues.

The Maricopa County Project Manager and Windsor Team Manager will raise awareness of unresolved issues to the stakeholders and sponsors at the regularly scheduled Implementation Team meeting or immediately to the Implementation Team if the issue warrants immediate action. The purpose of this is to minimize the negative project impacts by delaying action.

The Implementation Team is responsible for suggesting resolution strategies and identifying where support is needed. The Team will follow through on the direction given by the County Project Manager, and additional stakeholders.

Issue Resolution Process

Below is an outline for submitting issues for resolution:

Submitting Issues

All project team members are encouraged to communicate issues as they arise.

Though not limited to this list, issues can be submitted from the following list of sources: business process review sessions, consultant observations, project management, or the Implementation Team. The Issue Report Form will be used to manage issues.

Evaluating and Resolving Issues

Issues are evaluated based on their level of impact to the project timeline, resource requirements, funding, scope, and impact to the County as a whole.

Escalation Criteria

Based on the level of impact, the issue will be escalated to the appropriate level of project leadership for resolution. As issues are escalated, the preceding levels review the recommendation, provide input and make recommendations to the successive level. Issues should start as either Level 1 or Level 2.

Impact is measured in terms of timeline, resource requirements, funding, scope, and impact to the County. It is the intent of Maricopa County to resolve most issues within 48 hours to avoid any project delays.

Level 1: Decisions are made at this level when the scope of impact is limited to one school district.

Level 2: Decisions are made at this level when the scope of impact crosses school districts or when the impact has the potential of impacting the County (service expectations, etc.)

Level 3: Decisions are made at this level when the scope of impact is significant and/or related to County wide policies and/or procedures.

Level 4: Decisions are made at this level when the scope of impact affects one of the following: a) project schedule delay, b) reassignment of tasks resulting in a Change Order, c) redeployment of Windsor resources with no commitment that the same

Exhibit B: Scope of Work

resources would be available when requested to return. Windsor will issue a formal Delay Notification to MC Project Manager to initiate this procedure.

Status Reporting

The County Project Administrator will be responsible for keeping the Issues Log current and accurate. Issues will be reported on in the Weekly Project Status Report. The Log will be active until all active issues have been closed and reported on in the Monthly Project Status Reports.

C. Change Request Process

Change Requests

A Change Request is a request to deviate from the delivered InfiniteVisions system functionality that, if approved, will result in a customization to the delivered software. This also will encompass special report requests that require modifications to the delivered software.

Roles and Responsibilities

The Maricopa County Project Manager is ultimately responsible for the overall management of project scope, and therefore responsible for the final approval of all Change Requests. The Windsor Team Manager is responsible for sizing, pricing and implementing approved Change Requests.

The Implementation Team is responsible for suggesting Change Requests and for submitting them through the chain of approval. The Team will follow through on the direction given by the County Project Manager and Implementation Team.

Change Request Process

Below is an outline for submitting change requests for approval:

> **Submitting Change Requests**
> All potential Change Requests must be submitted on the Change Request form. A Change Request number will be assigned by the Project Administrator. The requestor will give the Change Request a short identifying name, and complete the Business Case paragraph.
>
> **Evaluating Change Requests**
> The County Project Manager will decide if the Change Request has merit, and then will discuss the Change Request with the Windsor Team Manager to get a general idea of scope and sizing. If the return on investment (ROI) of the change seems beneficial to the County, the Project Manager will submit the Change Request to the Windsor Team Manager for sizing.
>
> **Sizing Change Requests**
> The Windsor Team Manager will complete the section of the Change Request form titled Impact & Scope, including estimated hours, fixed price cost, and estimated life of the change (is this a temporary bridge until other modules of the InfiniteVisions system are implemented, or is this a permanent change). Windsor will perform this service at no charge to the County.

Exhibit B: Scope of Work

Approving Change Requests

If the ROI of the change is still deemed beneficial to the County, the County Project Manager will submit the Change Request to the Finance Department for final scope and budget approval. All approved Change Requests will be tracked by Windsor, and will be billed at an hourly programming rate of $95.00

Status Reporting

The County Project Administrator will be responsible for keeping the Change Request Log current and accurate. Change Requests will be reported during the Weekly Project Status Meetings. The Log will be active until all active change requests have been closed and reported on in the Monthly Project Status Reports.

D. Project Staffing Model

Windsor

Windsor will provide sufficient consulting resources to assist in the implementation of the InfiniteVisions applications as described in the Proposal and these resources will be assigned to the County project as needed to achieve the implementation timeline of the project. Windsor will submit resumes of all projected project team members for Maricopa County's approval. Replacement of such personnel, if approved by the County, shall be with personnel of equal ability and qualifications.

During the course of the contract, Maricopa County reserves the right to require Windsor to reassign or otherwise remove from the project, without cause or further explanation, any Windsor employees or sub-contractors found unacceptable by Maricopa County. Maricopa County reserves the right to accept or reject any proposed or assigned consultant, without cause, at any time during the duration of the project.

If any team member leaves Windsor's employment, Windsor will provide the County with a comparable replacement and give the County two weeks (at no cost) to complete project knowledge transfer and give final approval for the replacement.

Windsor must provide direct access to the Windsor Project Manager or designated backup for all Windsor staff/personnel while on-site, for the duration of the project. The Windsor Team Manager must work at the direction of Maricopa County. Maricopa County "owns the project", and the Maricopa County Project Manager will direct all project activities on behalf of Maricopa County. All Maricopa County implementation team members as well as Windsor implementation personnel will report to the Maricopa County Project Manager.

As project management continuity is important, Windsor must agree that, unless directed by Maricopa County, the Windsor Team Manager will remain with the Maricopa County project for the duration of the project, subject to his or her continued employment/sub-contract with Windsor.

The Windsor Team Manager must have substantial experience in managing projects of comparable size and complexity to that being proposed. The Windsor Team Manager must be expert in the implementation of InfiniteVisions Enterprise Edition systems in medium to large governmental organizations.

Windsor Functional Consultants will consult with, advise and mentor Maricopa County implementation team members on module functionality and configuration, best practices, testing procedures, and on all aspects of system implementation, including as needed, specifications for data conversion and mapping, needed system extensions, and reports.

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Windsor Technical Consultants will consult with, advise and mentor Maricopa County staff to ensure that the Maricopa County staff has full technical understanding and functional expertise in both the base InfiniteVisions Enterprise Edition software, any modifications or proprietary add-ons and any third party software products that are implemented under this contract. They will ensure that Maricopa County staff has sufficient technical knowledge and operational expertise in modification or changes to the base software.

The skill levels and names of each of the Windsor team members are identified in the Windsor proposal, Section 5.31.5.

Maricopa County

The County will provide a Project Manager for the duration of the project as well as database and network expertise. The proposed County staffing model including team assignments and individual roles is outlined in the following table:

Name	Phone #	E-Mail address	Responsibility Area
Jean Bandes	602-506-2889	jbande@schools.maricopa.gov	Project Lead, All Phases
Jae Dickey	602-506-2896	jdicke@schools.maricopa.gov	Data Conversion, Implementation, MCSOS Custom Requirements
Casey Halley	602-506-4761	challe@schools.maricopa.gov	Data Conversion, Implementation, Documentation, Training
Chuck Kelly	602-506-2897	ckelly@schools.maricopa.gov	Hardware configuration, security, networking, training
Gary Bechter	602-506-1564	gbecht@schools.maricopa.gov	Data Conversion, Implementation, MCSOS Custom requirements
Adrian Hernandez	602-506-2019	aherna@schools.maricopa.gov	Hardware configuration, security, networking
Diane Goke	602-506-3898	dgoke@schools.maricopa.gov	Data Conversion Validation, testing

The County resources will be assigned as dedicated resources to the project. If the County is unable to complete its work assignments on time, Windsor consultants may be unable to complete their assignments and obligations. County staff must consider their project assignments first above all other work responsibilities in order to avoid or minimize such impact. These individuals shall fully and cooperatively participate in the performance of project tasks and will be readily available to review and provide feedback on all project activity.

The County functional and technical resources have a solid knowledge of the County's existing applications and business requirements. They have strong analytical skills, are problem solvers, and have strong written and verbal skills. The County technical resources

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have strong analysis and development skills.

All Maricopa County project team staff – both functional and technical – will receive adequate and appropriate training to support this project. Windsor is expected to mentor Maricopa County staff throughout the duration of this project. Windsor is expected to review with Maricopa County's Project Manager the proposed training schedule developed during the pre-implementation phase.

Roles and Responsibilities

ROLE	WHO	RESPONSIBILITIES
Windsor Team	Entire Team	• Direct the project/scope/schedule and keep it on track • Configure the software to meet MC requirements using "BEST PRACTICES" • Work alongside MC project staff • Program and test all approved customizations • Convert MC data into InfiniteVisions system • Provide test plans • Develop/test/implement interfaces • Train MC trainers to conduct end-user training • Deploy the system on-time and within the approved budget • Keep MC informed throughout the entire process
Windsor Technical Team		• Consult and advise Maricopa County staff on 'best practices' of using InfiniteVisions software in each functional area • Ensure that Maricopa County staff has full technical understanding and functional expertise in both the base software, any modifications or proprietary add-ons, and any third party software products that Windsor implements • Participate in the development of end-user documentation, training materials, plans and programs • Ensure functional and business process knowledge transfer to Maricopa County staff • Complete assigned tasks by the completion dates given • Assist in the detailed configuration of the InfiniteVisions system • Participate in interface unit testing, conversions, etc • Assist in system setup • Train project team members in InfiniteVisions functions • Advocate use of the InfiniteVisions delivered functionality and reports at every opportunity • Create documentation following established project standards and templates • Log defects and issues in appropriate areas of project database • Provide input on reengineering recommendations based on business experience • Provide functional solutions for identified gaps

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		• Manage system performance tuning • Ensure acceptable performance • Provide technical support needed to implement Infinite Visions Enterprise Edition, security and other InfiniteVisions tools and technology • Remove obstacles and enable productivity • Advise, mentor and assist Maricopa County staff in the installation of InfiniteVisions software during the implementation period • Advise, mentor and assist Maricopa County staff in the establishment of development, quality assurance, training and production technical computing environments • Consult with Maricopa County staff and assist with performance optimization, recommended strategies for backup and recovery, security and reliability issues, capacity planning, data base administration and hardware configuration • Develop Security Model • Advise and mentor Maricopa County staff on all aspects of InfiniteVisions programming, development tools and best practices • Advise, mentor and consult with Maricopa County staff on the use of InfiniteVisions system management tools • Ensure knowledge transfer from Windsor staff to the County implementation team • Assist in preparation of weekly status reporting
Windsor Conversion Lead		• Create data mapping from MC legacy systems to InfiniteVisions • Determine that conversion related programs are completed as defined within the project plan • Participate in design and testing of the conversion programs • Assist in Report, Customization or Interface development when conversion programs are completed • Create documentation following established project standards and templates • Remove obstacles and enable productivity • Review deliverables, accepting and certifying that they are complete as specified in plans • Weekly status reporting
Windsor Custom Requirements		• Code programs based upon approved specifications • Develop and execute test plans for coded programs • Review and unit test each programming task • Determine that tasks are completed in line with the project plan timeframes • Raise issues when they occur • Utilize established documentation standards developed for the project

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		• Ensure that current legacy "consolidation" software continues to function correctly as schools districts 'go live'.
Windsor Project Manager	Barry Bolnick	• Contract management • Liaison between Windsor and Maricopa County • Coordination and scheduling of resources • Project status monitoring • Quality assurance reviews • Project management activities • Primary point of contact for project related matters • Daily project management • Responsible for the preparation of the Detailed Project Plan • Manage MC's satisfaction at the project level • Provide required milestone and status reports on schedule • Responsible for the contracted project and transition plans • Responsible for implementation strategy • Develop and implement Knowledge Transfer strategy • Review deliverables, accepting and certifying that they are complete as specified in plans before submission to MC Project Manager • ID major project risks, probabilities of occurrence and impact • ID risk mitigation strategies, probabilities of success and assign ownership • Project plan monitoring and updating • Keep the project on track – scope, schedule, resources • Conduct weekly project status meeting with project team
Maricopa County Team	Entire Team	• Make timely decisions • Provide operating business expertise • Review current system processes • Review MC system requirements • Assist in testing the system to ensure that the InfiniteVisions Enterprise Edition software meets MC business requirements • Extract data from MC legacy systems • Assist in developing interfaces • Complete individual team assignments • Understand and learn the system and processes to facilitate self-sufficiency • Control work schedule and task assignments for successful project outcome • Provide/facilitate functional expertise • Determine that functional timelines are met • Participate in implementation and testing of the modules • Remove team obstacles and enable productivity • Ensure that MC business process needs are being met

Exhibit B: Scope of Work

		• Help keep the project on track – scope, schedule, resources • Serve as primary liaison to the school districts to ensure functional and business process knowledge transfer • Assist in the detailed configuration of the InfiniteVisions system • Participate in all testing processes • Assist with weekly status reporting
Maricopa County Project Manager	Jean Bandes	• Full decision making authority • Approval sign-off of all deliverables • Daily project management • Consulting resources supervision • Project plan monitoring/updating • Manages issue resolution • Responsible for approving any enhancements or customizations to InfiniteVisions delivered functionality • Facilitates meetings • Work with the School District community to align business requirements for new technology solution with new software • Responsible for implementation strategy • Manage overall budget and schedule • Approve scope changes over specified project budget amount and any schedule changes • Keep the project on track– Scope, Schedule, Resources • Report project progress/delays, and then ACT! • Manage project plan conflicts • ID major project risks, probabilities of occurrence and impact • ID risk mitigation strategies, probabilities of success and assign ownership • Track risk mitigation strategy execution through implementation • Review deliverables, accepting and certifying that they are complete as specified in plans • Prepare consolidated Weekly Project Status Report
MC Training Lead	Casey Halley	• Develop end-user training strategy • Plan and deploy training, where appropriate • Develop end-user training course outlines and content • Conduct end-user training • Oversee training schedule and registration of attendees in the training classes and ensuring classrooms and materials are ready • Identify business processes that cannot be accommodated by InfiniteVisions delivered functionality • Participate in identification of alternative solutions • Assist Project Manager in managing user expectations

Exhibit B: Scope of Work

MC Implementation		• Responsible for successful <u>product</u> implementation • Daily team leadership • Provide/facilitate functional expertise • Determine that functional timelines are met • Participate in implementation and testing of the modules • Remove team obstacles and enable productivity • Take responsibility for Knowledge Transfer process and tracking • Track and report progress against project plan • Resolve deviations from project plan • Review deliverables, accepting and certifying that they are complete as specified in plans • Coordinate with technical support team • Assist with weekly status reporting
MC Conversion Techs		• Ensure data quality of master data and conversion efforts • Participate in the extraction, mapping and loading of legacy data into InfiniteVisions • Participate in the evaluation, specification and coding of approved customizations • Create data mapping from MC legacy systems to InfiniteVisions • Determine that conversion related programs are completed as defined within the project plan • Participate in design and testing of the conversion programs • Create documentation following established project standards and templates • Remove obstacles and enable productivity • Resolve deviations from project plan • Review deliverables, accepting and certifying that they are complete as specified in plans • Weekly status reporting
MC Hardware/Configuration /Networking		• Control work schedule and task assignments for PC Technician • Ensure that technical timelines are met • Control work schedule and task assignments for successful project outcome • Responsible for technical architecture & system administration • Manage system performance tuning • Ensure acceptable performance • Conduct post implementation support • Provide technical support needed to implement InfiniteVisions, security, backup and other technology • Create documentation following established project standards and templates • Remove obstacles and enable productivity • Resolve deviations from project plan

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Exhibit B: Scope of Work

		• Monitor file system utilization • Assist application development analysts in resolving technical issues and errors • Accept and certify that deliverables are completed as specified in the project plan • Assign and maintain security classifications, levels and access privileges • Check system compliance with internal audit control guidelines and standards • Resolve system/network/technical & environmental issues in a timely manner • Monitor system access, transaction security and output via periodic security reports • Responsible for maintenance, backup and recovery of database instances • Maintenance duties include performing administrative tasks such as reorganization of databases, monitoring performance and space utilization • Work with the technology specialist to resolve processing and performance issues • Approval authority on database changes and access • Review and document retention period requirements for each type of file

E. Knowledge Transfer

Knowledge Transfer Process

At the conclusion of the contract, Windsor must demonstrate that sufficient knowledge transfer has occurred for Maricopa County to be able to independently manage, upgrade, and support the InfiniteVisions system for the school districts. Windsor must ensure that Maricopa County staff has full technical understanding and functional expertise in both the base InfiniteVisions software, 3rd party software, and any modifications or proprietary add-ons which Windsor implements. Windsor must adhere to a strategy that will be used to ensure that these requirements are achieved.

The knowledge transfer process provides the following outcomes:
• Maricopa County employees gain new knowledge and skills that will enable and sustain the business transformation
• County employees will have the competence to undergo subsequent change efforts faster and more effectively
• The project will provide recognition and documentation for individual achievement of knowledge transfer goals through the evaluation and knowledge transfer process
• County employees will have the ability to draw on the experience and network of Windsor team members
• There will be reduced and /or mitigated project risk through joint ownership and accountability
• The process supports knowledge transfer by having a joint team of Maricopa County and Windsor resources performing both functional and technical activities.

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Windsor will create a matrix of the skills that are required in each of the different technical and functional areas for on-going maintenance of the system. This matrix will be reviewed by the Project Manager to confirm that they are all inclusive of the skills required. Windsor will work with the Project Manager to identify the team participants in this process. The team members will be assigned specific tasks and activities to facilitate the learning of each specific skill. The Project Manager will talk with each of the participants to explain the process, and the goal.

Windsor will conduct "Train the Trainer" classes with Maricopa County personnel and selected district personnel. The County's Project Manager will provide Windsor with a list of people to be trained as trainers at the time of contract agreement. Windsor will provide training personnel that are experts in training of their subject matter. A minimum of 152 hours of technical training will be provided to MCSOS staff, and a minimum of 208 hours of application training will be provided to MCSOS staff and school district personnel. If additional application training is required, up to an additional 208 hours, Windsor will provide experts, while keeping the project timeline on track. Additional training will be billed at $100 per hour.

Knowledge Transfer Assessment

Windsor will conduct a Knowledge Transfer Assessment after the first group of districts is implemented. The County participants will rank themselves in the skill areas on a scale of 0 to 5. The ranking scale is:

- 0 = Currently does not have experience in this area.
- 1 = Demonstrates a small amount of knowledge in this area, but very little experience. Able to explain and communicate to others the work process at a high level.
- 2 = Has been trained to do the task. Would request mentoring or support in order to perform this task in production.
- 3 = Performs this task in production and is comfortable and competent with it. Can answer 50% of all questions and issues that might arise.
- 4 = Demonstrates full competence in this capability, demonstrating subject matter expertise. Able to execute tasks independently, producing expected results. Capable of solving complex problems, developing and implementing improvements, and/or refinements to work processes. Can answer 80% of questions and issues that might arise.
- 5 = Performs as an expert at this task. Can answer all questions and issues that might arise. Capable of training other people that do not have experience with this task.

After the self-rankings, the Windsor Team Leads will rank the individuals. After both rankings for each participant (self and Windsor) are complete, the results will be compiled and analyzed. The outcome of results will identify areas where further training is required along with recommendations for improvements, including reassignment of County resources if required.

Assumptions:
- Windsor team members are ranked as "5" (expert) in their field of expertise.
- Maricopa County team members have an initial ranking of "0" (no experience) or "1" (small amount of knowledge after initial InfiniteVisions training).
- The County will consider Knowledge Transfer to be satisfactorily completed if all Maricopa project team members complete the implementation with a ranking of "3" (comfortable and competent) or "4" (full competence).

Windsor will perform the following tasks leading to success:

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- Jointly gather business requirements for the "To-Be" process so that all project team members understand the objective of each configuration object.
- Conduct periodic reviews throughout the project to ensure that the knowledge transfer process is applied effectively and producing intended results and quality.
- Identify and transfer required functional, technical and change knowledge and skills.
- Actively engage team members in the development of the knowledge transfer process to promote buy-in and ownership.
- Assess project team member's performance and ability to learn new system and processes. Recommend remedial training or removal if necessary.
- Recommend classes for each Maricopa County project team member with configuration responsibilities.
- Demonstrate how to configure each activity that is in scope. Provide insight into available configuration options and the consequence of each decision.

One of the primary project goals is to enable Maricopa County to meet its project goals and objectives by creating champions, maintainers, and implementers of the InfiniteVisions-enabled processes. This approach focuses not simply on knowledge transfer, but on capability transfer — the knowledge, skills, and abilities required to initiate and sustain process improvement initiatives.

The end results are:

- Maricopa County project team members with the necessary knowledge and skills to design, configure, retrieve any and all selected data, and sustain the InfiniteVisions processes.

- Maricopa County project team members have the necessary skills to provide Level 1 and Level 2 support to school districts that we support.

- County project team members capable of investigating InfiniteVisions configuration issues and identifying and implementing possible alternatives.

- A post go-live support organization capable of maintaining the InfiniteVisions system and future deployment projects for all districts implemented in this project.

F. Testing

Testing Approach

The Implementation Team (Windsor and Maricopa County) will use a robust testing approach which incorporates comprehensive testing across all program dimensions including processes, systems and infrastructure, security, and non-automated procedures.

Testing will progress from individual components and modules to a completely integrated, simultaneous test of the entire system using actual business practices, procedures, and production quality data. Testing activities will occur through all project phases.

Roles and Responsibilities

Windsor Technical Lead will prepare, with assistance from Maricopa County, a comprehensive Test Strategy Document, incorporating all of the following testing types. The Team will employ a rigorous and encompassing approach for testing all software systems in scope; hardware, networks, quality of converted data, legacy systems interfaces; organization/locations in scope and user interfaces provided and/or impacted by the project.

Exhibit B: Scope of Work

Definition of Testing Types

Functional (Application) Unit Testing	An isolated testing of individual InfiniteVisions transactions for each InfiniteVisions component as defined within the project scope. This lowest level of testing is used to prove that individual components of the system work as designed, accepting valid inputs and generating the correct outputs at the data element level. Both negative and positive tests are performed at this level. The formal passing of the unit test demonstrates that the respective functional unit can be moved upward on the testing spectrum.
Development Unit Testing	Besides InfiniteVisions application testing, unit testing is also performed for the development objects such as conversions, third-party interfaces, legacy interfaces, customizations, and reports.
	The main objective of development testing is to ensure that new functionality operates correctly within its limited scope. Development testing must be conducted on all newly implemented or changed functionality, whether in InfiniteVisions itself or in an interface to/from InfiniteVisions.
Integration Testing	Testing of end-to-end business processes to ensure that the system is ready for production use. Specifically, integration testing simulates real-world processes and procedures, which are logically related. It expands on unit testing by addressing complete processes, by incorporating examples of real data converted from the production environment, and by including complementary systems which are required for full operation. It also validates that no undesirable side effects occur which can impede other unrelated processes.
	Typically Integration Testing is conducted in multiple test cycles with increased complexity. Initially, testers are selected from a cross section of the project team to test end-to-end business scenarios. Once the platform is stable, Business Analysts from various business units are brought in to test alongside with the project team members and sign off on test results.
	Detailed test scripts with expected results are used to instruct the testers through the test scenarios.
Parallel Testing of Payroll	This type of testing is typically limited to Payroll where legacy production time and payroll data is processed through the new system to confirm that the results are the same as the legacy system, within established thresholds, or reconciled with the legacy system. This data must interface correctly with current MCSOS custom programs. This test will be performed in a tightly secured test environment and results are signed off by Maricopa County. Automated compare tools are used to simplify the analysis of the results.
Parallel Testing of Accounts Payable and Cash Disbursements	This type of testing is typically limited to Accounts Payable and Cash Disbursements where legacy production data is processed through the new system to confirm that the results are the same as the legacy system, within established thresholds, or reconciled with the legacy system. This data must interface correctly with current MCSOS custom programs. This test will be performed in a tightly secured test environment and results are signed off by Maricopa County. Automated compare tools are used to simplify the analysis of the results.
User Acceptance Testing	Conducted at the tail end of Integration Testing. Business Analysts and Advisors from various business units are included in the testing team to verify the test results of real life business transactions and sign off on the system functionality.
Performance	This series of tests is typically conducted in a production like environment. This test

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/Stress Testing	will ensure that the hardware, infrastructure, and software can handle real life workload and desired growth in systems usage. These tests as much as possible would mimic load levels and activities as expected at the completion of all project phases so that all Performance/Stress testing does not have to be repeated completely in every phase of the project.
	Performance targets are defined with significant input from the School District community. Volume testing based on a load higher than the expected peak workload is generated on the system and the resulting performance to the end user desktop is captured. Typically the performance testing is an iteration of executing volume tests followed by performance tuning of the application and infrastructure.

Deliverables of Testing Process
The following deliverables will be provided during the Testing Process:

Test Strategy Document
High-level test scope, approach, methodology, performance metrics, high-level timeline, systems and resource requirements, and supporting facilities must be clearly defined and agreed on by the management team. This document will provide the basis of detailed planning.

Detail Test Plan
This plan should include:

- Refined test scope
- System environment set up and refresh schedule
- Test data requirement and set up
- Detail test components, execution timeline, resource allocation
- Procedures and tools that will be used to manage, and document the testing process
- Acceptance criteria

The goal of a test plan is to create discussion about what is and what is not included in the testing effort. The test plan is a living document and needs to be updated when changes are made towards the strategy or the execution aspect of testing.

Test Design and Construction
During Test Design and Construction, oversight of test case development is critical part of ensuring smooth execution. Test cases should be developed by project team members with solid understanding of Maricopa County's requirements and processes. It will not be possible to test every aspect of the InfiniteVisions system so the Project Team will define criteria for setting priorities on test cases considering business criticality and complexity of configuration.

Test scripts must be detailed, accurate and complete in order to allow end users to assist with testing activities. Test scripts should contain:

- Name and scenario description
- Prerequisites scripts
- Execution steps and procedure for completing the step
- Roles
- Input data
- Expected results

Prepare Test Environment
In order to run the defined tests, the test environments need to be configured and setup correctly. Attention must be given to:

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- System architecture and change control procedures
- Third party test system requirements
- Test data preparation
- Security set up
- Technical support

Test Execution

The execution of Test Cases must be managed very carefully. Testers must have a clear understanding of processes for testing, issues management and retesting of failed scripts.

It is imperative that tests are executed as per script instruction. All results must be documented. In the case where issues are found, testers must log issues immediately. Failed test scripts must be retested until expected results are achieved.

Measuring Results

The Windsor Technical Lead and the County Project Manager or designee must constantly review test results, status and issues and provide management with status of current metrics against predefined goals. Risks can be detected early through this process and mitigation plans can be defined.

G. Windsor Services

Windsor will provide the following categories of services to Maricopa County. Specific deliverables for each of these categories is outlined in the Deliverables section of this document. The focus of these services will include:

Risk Assessment

Windsor will conduct a Risk Assessment at the beginning of the project to identify any potential project risks that could ultimately become project issues. For each of those risks Windsor will work with the County to define mitigation plans. The risk assessment is reviewed at least once a month, if not more often; by the County Project Manager and the Windsor Team Manager to ensure that project risks do not become an issue.

Quality Assurance

Windsor will conduct quality audits every other month throughout the implementation project to measure specific attributes of the project. In addition, Windsor will include a post-implementation quality audit after every phase. Focus of these assessments is on project management controls, technical infrastructure, project team skills and abilities to meet task deadlines, quality review of training and documentation plans and products and a variety of other areas. Windsor will assess and verify the progress of the project in meeting the goals in these areas.

Windsor's Quality Assessments are focused on project goals, timelines and budgets to ensure that right progress is being made to meet those objectives and can be accomplished within the defined schedule and budget.

Windsor will also conduct a Go Live Readiness Assessment, used to verify the system is ready, that the support systems are in place to manage the system and finally that the training has been effective and the users have all the tools they need to go live and they are feeling that they will be able to manage their new day to day activities using the new system.

Fit/Gap Analysis

The project team and key end users will compare Maricopa County's business requirements to the baseline InfiniteVisions delivered application. This approach will uncover both how the

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system will support current business requirements and also those areas where current business practices do not match the system. The Fit/Gap analysis will document identified "gaps" and a variety of solutions with estimates of effort and Windsor's recommended solution.

Analysis and Configuration

Windsor will propose 'best practices' solutions and develop recommendations and options for implementing required business functions using the capabilities of the InfiniteVisions system. Throughout the project, Windsor personnel will pass on knowledge and skills with the InfiniteVisions system to Maricopa County implementation team

Windsor is responsible for errors ("bugs") in the InfiniteVisions software applications or in the delivered database.

Windsor must provide knowledge and experience of any business process design tools that the proposed system offers and must provide knowledge and consulting with the reporting tools recommended by InfiniteVisions. Windsor will work with Maricopa County to configure all the necessary InfiniteVisions tables.

Data Conversion

Windsor will provide an analysis of Maricopa County's history needs and recommend and design a conversion approach. Windsor will provide guidance and direction in the development of programs to convert legacy data to the new system. Maricopa County will provide data definitions of the legacy data. All legacy data resides in the County's current AS/400 system. Windsor is expected to provide data definitions of the InfiniteVisions system, with tools and procedures for data mapping. Windsor will also give Maricopa County a list of required data edits for each data set.

Windsor will provide a written approach to data conversion with detailed recommendations on which legacy data sets should be migrated or should be re-entered into the system by March 15, 2004. The County will define the amount of detail and summary history to be converted by April 15, 2004. The County will provide all appropriate final flat files for the conversion process before each file is needed to do specific acceptance testing.

A **maximum** of two years of historical data (current Fiscal year plus 1 previous fiscal year) will be converted within the scope of this contract. The data to be converted will include information necessary to ensure accuracy of the districts business processes and reporting. Determining the level of detail required to achieve this goal will be a joint decision by Maricopa County and Windsor Management. Optionally, the districts may be given the choice to enter data as an alternative to conversions. Additional history may be converted after initial go live by County resources. Windsor will prepare an approach for the remainder of the required data conversion.

The County's users will perform data validation.

The County's programmers will have the tools and skills to develop conversion extracts from the legacy systems and will be responsible for developing the extracts.

Interfaces

Throughout Phase 2 and Phase 3, the newly implemented districts will continue to interface with the current Maricopa County Custom Code. The County will provide all design layouts for the identified electronic application interfaces by February 1, 2004.

Windsor will assist Maricopa County staff in identifying specific Maricopa County Custom application interface requirements and developing interface strategies. This strategy will include a definition of what tools and protocols will be used in developing interfaces, and the documentation and maintenance requirements to ensure successful operation. Windsor will

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provide design options and assist in the development and coding of interfaces and bridges to other systems, both internal as well as external to Maricopa County. Some interfaces may be temporary, to serve as bridges to legacy systems which may be needed for a phased implementation. Other interfaces may be long-term bridges and links to other production systems.

A complete list of interfaces was provided to Windsor Management and discussed on 10/21/03. Any new interfaces not completed during Phase 2 or Phase 3 will be completed during Phase 4

Maricopa County Project Manager will assign specific tasks for Windsor technical staff to perform, which will include actual design, coding and testing of interfaces. In order for this contract to be considered complete, all interfaces identified in the RFP must be functional, tested, and accepted. In addition, Windsor will complete documentation and maintenance requirements for each assigned interface to ensure successful operation.

Customizations

To support future upgrades to the InfiniteVisions applications, the County's preference will be to make business process and policy changes instead of modifications. Modifications to the software must be approved by the County's Project Manager and Windsor Management.

Changes to the delivered applications, unless otherwise noted as 'required' in the RFP, are considered outside the scope of this contract. The majority of these will be identified as a result of the Testing phase, and sent through the County's Change Request Process.

Windsor will document the modifications to the InfiniteVisions applications that are considered customizations.

When a customization is approved, Windsor and the County will follow these procedures:

- All customizations are documented thoroughly and Project Change Control is used.
- Any new Objects such as Records (Tables), Fields, Pages, etc. are gathered in Projects within Application Designer. These projects will track the County's modifications.
- Projects are easily migrated to different database instances, simplifying testing and upgrades.
- All new objects have a unique identifier in the name so that they are easily identifiable as custom objects. For example, new fields might begin with "MC_".
- If new or existing fields have to be added to an existing Record, it is always the last field on the Record.
- If an existing page or menu is to be modified, Windsor will clone it, give it a new name prefaced with "MC", and only modify the clone.
- Programs that need modification are cloned, renamed to standards and stored in User libraries, never with the delivered programs.
- New SQR's, Crystals, etc. are also stored in User libraries, never with the delivered programs.

Reporting

Initially, the County will use as many standard, delivered reports as possible to meet its reporting needs. Windsor will work with Maricopa County to determine primary responsibility for the development of additional, approved reports.

Post-Production Support

Windsor will ensure that by the County's team will be prepared to manage the production environment within eight weeks of going live after each phase. Windsor will provide eight weeks of post-production support after each phase. Should the County's team require more

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than eight weeks support, that effort is outside this proposal and would require approval and possibly additional funding.

H. Windsor Deliverables For Each Project Phase

Phase / Function	Windsor Deliverable	Details
Phase 1: Discovery	Project Plan	• Project Goals and Objectives • Project Team Organizational Chart • Project Issues Management • Status reporting • Communication plan • Project meetings • Team ground rules • Risk Assessment • Quality assurance plan & schedule • Deployment Strategy • Conversion Strategy • Interface Strategy • Reporting Strategy • Training Strategy • Security Strategy • Documentation Standards • Change Management Strategy • Knowledge Transfer Strategy • Access to Windsor Call Tracking System and Knowledge Base • Access to Software Action Request Tracking System
	Fit/Gap Report	• Current business processes are reviewed and contrasted against InfiniteVisions delivered "best practice" processes. • Recommendations on how the new system can be utilized. • Strategies to improve departmental efficiencies • "Fit" section specifying how the system will be used for MC business requirements that match the system. • "Gap" section specifying gaps between system and business requirements, recommended solutions, estimates of effort, and Windsor's recommended solution.
	Documentation	• Documentation of all the major tasks that were completed during this Phase.

Exhibit B: Scope of Work

Phase 2: Basic Configuration & Deployment – Initial 6 districts	Base Table Design & Setup	• Base model will be representative of the entire population and will allow the system to be utilized to execute user acceptance testing. • Populate every control table for every application within the scope of the implementation. Subsets of MC data may be created if necessary. • Delivered reports and inquiry pages from the application will be executed and the output reviewed in satisfying MC's reporting needs. • **No modifications** to the application are included during this Phase beyond those that are cosmetic or simple to accomplish and **agreed** upon. • The goal is to create a model that is large enough to achieve significant progress and system functionality, and limited enough to be manageable and achievable in a short time.
	Security Model	• Implement Security Model as outlined.
	Data Conversion	• Identification of the various sources for data to be converted (i.e., which records/files, automated or manual, are kept by MC's current systems). • Determination and use various methods for converting the data, whether manual and/or automated. • Translation of the extracted data into new system formats. • Loading of the translated data into system delivered data tables. • Verification and reconciliation by project team members of the loaded data in the system against the data from MC's current systems. • Recommendations and assistance in establishing testing, user acceptance, and production environments, and recommendations and assistance in developing production application implementation standards. • SQL to Access Conversion Tools • Data Import tools from AS400 CIMS to Visions
	End-user Training	• Windsor to conduct "train the trainer" classes • Windsor to develop an end-user-training quiz that can measure the success of the training by assessing if the users have learned key functions.
	System Acceptance Testing	• Functional, integration, and stress acceptance testing satisfactorily completed for each module.
	Parallel Testing	• Ensure that the same processes that are performed in the development environment for an employee will be performed in the new production environment. • Limit the scope of the test on a smaller subset of the organization to focus the validation activities.

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		• Ensure that the users validate the system reports to the current production reports. • Test support processes like the Help Desk to support questions about system issues. • Focus on both the functional users as well as the daily processes that must run to manage the system. • Pay cycles will be executed for the functional test. • Examine system behavior against non-functional requirements such as performance, security, backup, and recovery.
	User Acceptance Testing	• Client driven model of the system. • Validated requirements which hit the users' target. • System savvy users and technical staff. • Necessary workarounds and further definition of process improvements. • Windsor will provide guidance and assistance in developing test strategies and plans to ensure that each module is ready for production.
	Final Data Conversion	• Legacy data conversion process completed, tested, auditable, and reconcilable.
	Production Readiness Review	• Assess deployment readiness. • Prepare Business Continuity checklist with production support steps. • Complete the Post-implementation Help Desk strategy. • Establish final cut-over procedures. • Conduct operational training. • Complete documentation. • Set up production database. • Written recommendation of post-implementation approach for upgrades, patches, fixes. • Recommendation for on-going support staff.
	Go-live	• Documentation of business processes, end-user procedures and completion of the training plan. • Technical system operations procedures documented and in place. • Documentation of the system roll-out/go-live plan completed. • System go-live achieved on time and the system in production for a designated period of time after discontinuing the current systems.
	Documentation	• Documentation of all the major tasks that were completed during this Phase.

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Phase 3: Basic Configuration and Implementation – Remaining Districts	Base Table Design & Setup	- Base model will be representative of the entire population and will allow the system to be utilized to execute user acceptance testing. - Populate every control table for every application within the scope of the implementation. Subsets of MC data may be created if necessary. - Delivered reports and inquiry pages from the application will be executed and the output reviewed in satisfying MC's reporting needs. **No modifications** to the application are included during this Phase beyond those that are cosmetic or simple to accomplish and **agreed** upon. - The goal is to create a model that is large enough to achieve significant progress and system functionality, and limited enough to be manageable and achievable in a short time.
	Security Model	Implement Security Model as outlined.
	Data Conversion	- Identification of the various sources for data to be converted (i.e., which records/files, automated or manual, are kept by MC's current systems). - Determination and use various methods for converting the data, whether manual and/or automated. - Translation of the extracted data into new system formats. - Loading of the translated data into system delivered data tables. - Verification and reconciliation by project team members of the loaded data in the system against the data from MC's current systems. - Recommendations and assistance in establishing testing, user acceptance, and production environments, and recommendations and assistance in developing production application implementation standards.
	End-user Training	- Windsor to conduct "train the trainer" classes - Windsor to develop an end-user-training quiz that can measure the success of the training by assessing if the users have learned key functions.
	System Acceptance Testing	Functional, integration, and stress acceptance testing satisfactorily completed for each module
	Parallel Testing	- Ensure that the same processes that are performed in the development environment for an employee will be performed in the new production environment. - Limit the scope of the test on a smaller subset of the organization to focus the validation activities. - Select a payroll that was processed a few weeks ago for a specific pay cycle.

Exhibit B: Scope of Work

		• Ensure that the users validate the system reports to the current production reports. • Test support processes like the Help Desk to support questions about system issues. • Focus on both the functional users as well as the daily processes that must run to manage the system. • Pay cycles will be executed for the functional test. • Examine system behavior against non-functional requirements such as performance, security, backup, and recovery.
	User Acceptance Testing	• Client driven model of the system. • Validated requirements which hit the users' target. • System savvy users and technical staff. • Necessary workarounds and further definition of process improvements. • Windsor will provide guidance and assistance in developing test strategies and plans to ensure that each module is ready for production.
	Final Data Conversion	• Legacy data conversion process completed, tested, auditable, and reconcilable.
	Production Readiness Review	• Assess deployment readiness. • Prepare Business Continuity checklist with production support steps. • Complete the Post-implementation Help Desk strategy. • Establish final cut-over procedures. • Conduct operational training. • Complete documentation. • Set up production database. • Written recommendation of post-implementation approach for upgrades, patches, fixes. • Recommendation for on-going support staff.
	Go-live	• Documentation of business processes, end-user procedures and completion of the training plan. • Technical system operations procedures documented and in place. • Documentation of the system roll-out/go-live plan completed. • System go-live achieved on time and the system in production for a designated period of time after discontinuing the current systems.
	Documentation	• Documentation of all the major tasks that were completed during this Phase.

Exhibit B: Scope of Work

Phase 4: **Evaluate/Redesign** **MC Custom processes**	Interface Development	- System interfaces completed and tested (internal as well as external). - Interface Code Documentation. - Windsor will provide the technical and functional direction to MC's Project Team to specify, create, and test the required interfaces. - Windsor functional and technical consultants will work with MC project team members in the analysis of key system interfaces. Windsor and MC technical team will develop the required interfaces. - During the first year of implementation, the 5 CIMS districts, Laveen and the Infinite Visions districts would all continue to be processed on the MCSOS AS 400 using the existing interfaces. During the first year of implementation, WINDSOR will work with the MCSOS staff to <u>modify the current Infinite Visions County School Module to meet its needs.</u> - WINDSOR has an existing interface without packed numeric data that has been used in other counties to interface the CIMS software to the Infinite Visions County School Module. This interface will then be updated and made available to the CIMS districts with the <u>costs shared by the CIMS districts</u>. The file format will also be made available to the districts if they choose to write their own program to generate the file. - The custom programming specifications provided in the RFP are based on the required interfaces to the AS 400 platform and the CIMS financial software. WINDSOR has written a county school module that contains the same processes and file transfers. The two major differences are the interfaces in the Infinite Visions County Module are electronic file transfers instead of by physical transfer of Tape files and many of the transfers in the Infinite Visions software are by district and not by a consolidated file. It will be relatively easy and cost effective to create the consolidated files within the Infinite Visions software once all of the needs of the MCSOS are identified. - After a detailed review of current MCSOS processing procedures By WINDSOR and an in depth review of the Infinite Visions software by the MCSOS staff, we can develop a detailed programming specification and an accurate estimate of the costs and timeline to complete the custom programming.

Exhibit B: Scope of Work

		• If WINDSOR can meet all the MCSOS requirements by enhancements to our current County School Module, then all future releases of the software will be updated to meet the requirements of all counties at the same time with no additional charge. If a separate program is required specifically for Maricopa County, then all future releases to other Infinite Visions modules maintain the required interfaces to the MCSOS custom program. However, if changes are required to the custom programming to meet reporting or interfacing to other agencies from the custom programming, WINDSOR's hourly programming rate of $95 will be charged to update the custom programming.
	Reporting	• List of desired reports reviewed based on Fit/Gap Process. • Determine frequency and priority from users. • Determine whether report can be met with a delivered report. • Determine report language (e.g., Crystal,) to be used for each report. • Develop functional design including report layout • Code and test each report.
	User Acceptance Testing	• The final step in this Phase is to conduct user acceptance testing to validate the accuracy of the system interfaces and to test created reports.
	Documentation	• Documentation of all the major tasks that were completed during this Phase.
	Production Readiness Review	• Assess deployment readiness. • Prepare Business Continuity checklist with production support steps. • Complete the Post-implementation Help Desk strategy. • Establish final cut-over procedures. • Conduct operational training. • Complete documentation. • Set up production database. • Written recommendation of post-implementation approach for upgrades, patches, fixes. • Recommendation for on-going support staff.
	Go-live	• Documentation of business processes, end-user procedures and completion of the training plan. • Technical system operations procedures documented and in place. • Documentation of the system roll-out/go-live plan completed. • System go-live achieved on time and the system

Exhibit B: Scope of Work

		in production for a designated period of time after discontinuing the current systems.
	Post-production support	• Windsor shall provide 8 weeks of post-production support. • Typical activities include resolving system issues as they arise and checking performance.
	Documentation	• Documentation of all the major tasks that were completed during this Phase.
Knowledge Transfer	General	• At the conclusion of the contract, Windsor must demonstrate that sufficient knowledge transfer has occurred for Maricopa County to be able to independently manage, upgrade, and enhance the InfiniteVisions systems. • Windsor must ensure that MC staff has full technical understanding and functional expertise in both the base InfiniteVisions software and any modifications or proprietary add-ons which Windsor implements. • Define metrics to ensure each team member's understanding is expanding as the application expands. • Demonstrate how to configure each activity that is in the implementation scope. Provide insight into available configuration options and the consequence of each decision. • Review the capabilities of each team member at the conclusion of each testing cycle to determine if they are able to clearly understand the application, define test scripts and have the capability to apply the problem solving techniques that Windsor consultants share with them. • Recommend classes for each MC project team member with configuration responsibilities.
	Capability Transfer	• Ensure that MC has the knowledge, skills, and abilities required to initiate and sustain process improvement initiatives. • Ensure that MC project team members have the necessary knowledge and skills to design, configure, implement, and sustain the InfiniteVisions-enabled processes. • Verify that MC project team members are capable of investigating InfiniteVisions configuration issues and identifying and implementing possible alternatives. • Confirm that MC has a post go-live support organization capable of maintaining the InfiniteVisions system and future deployment projects.

Exhibit B: Scope of Work

Change Management	Organizational Readiness Assessment	• Measure MC's current state and ability to change • Identify gaps that will inhibit ability to implement InfiniteVisions. • Analyze level of acceptance to change in the organization. • Create strategy to ensure all sponsors, change agents & stakeholders understand their roles.
	Training Plan	• Perform evaluation of various County staff levels to determine the type of training required for each level and identify areas of most need. • Build training workshops for each focus group including functional managers, department managers, technical staff and production support. • Prepare the final Training Plan Report.
	Documentation Plan	• Develop a plan, covering all appropriate applications included within the implementation scope, which will build process-oriented user guides for each focus group including managers, functional leads and executives. • Determine documentation delivery medium
	Strategic Plan Assessment	• Incorporate MC's objectives for the future into MC's strategic plan to ensure alignment with overall county goals.
Quality Assurance	Quality Assessments	• Focused on project goals, timelines and budgets to ensure that right progress is being made to meet those objectives and can be accomplished within the defined schedule and budget.
	Go Live Readiness Assessment	• Verify the system is ready, that the support systems are in place to manage the system and finally that the training has been effective and the users have all the tools they need to go live. • Ensure that the users are feeling that they will be able to manage their new day-to-day activities using the new system.
Testing	Test Strategy Document	• High-level test scope, approach, performance metrics, high-level timeline, systems and resource requirements, and supporting facilities must be clearly defined and agreed on by the management team. This document will provide the basis of detailed planning.
	Detail Test Plan	• This plan should include: ➢ Refined test scope ➢ System environment set up and refresh schedule ➢ Test data requirement and set up ➢ Detail test components, execution timeline, resource allocation ➢ Procedures and tools that will be used to manage, and document the testing process

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Exhibit B: Scope of Work

		➢ Acceptance criteria
	Create Test Scripts	• Test scripts must be detail, accurate and complete in order to allow end users to assist with testing activities. Test scripts should contain: ➢ Name and scenario description ➢ Prerequisites scripts ➢ Execution steps and procedure for completing the step ➢ Roles ➢ Input data ➢ Expected results
	Prepare Test Environment	• Test environments need to be configured and setup correctly. Work with the MC Testing Lead to review: ➢ System architecture and change control procedures ➢ Third party test system requirements ➢ Test data preparation ➢ Security set up ➢ Technical support
	Test Execution	• Tests must be executed as per script instruction. All results must be documented. • In the case where issues are found, testers must logged issues immediately. • Failed test scripts must be retested until expected results are achieved.
	Measuring Results	• Windsor will work with MC Testing Lead to constantly review test results, status and issues and provide management with status of current metrics against predefined goals. • Risks should be detected early through this process and mitigation plans defined.

Exhibit B: Scope of Work

Acceptance	Completion Criteria	- Functional, integration, and stress acceptance testing satisfactorily completed for each module, including employee self-service and electronic workflow. - Documentation of business processes, end-user procedures, post-implementation help-desk strategy, and completion of the training plan. - System interfaces completed and tested (internal as well as external). - Legacy data conversion process completed, tested, auditable, and reconcilable. - Technical system operation procedures documented and in place. - Documentation of the system roll-out/go-live plan completed. - System go-live achieved on time (defined as the agreed-upon go-live date determined after the Fit/Gap sessions). - The system in production for 4 weeks with acceptable performance. - Change Management strategy documented and tasks completed. - Windsor must demonstrate to the Maricopa County that each County team member has achieved at least a Level 3 Knowledge Transfer rating to ensure sufficient knowledge transfer.

I. Project Documentation

Windsor will complete documentation of all completed tasks at the end of each phase.   This is in addition to specific deliverables. It is the intent of Maricopa County that there be a complete record of everything that was done to configure and implement the InfiniteVisions system, including reasons for configuration decisions, base table configuration, interfaces, conversions, customizations, reporting decisions, etc.

Included in this scope of work are samples of the project documents that the Maricopa County Project will use. The following documents are included:

- Status Report Form
- Issue Report Form
- Change Request Form
- Signoff Form

J. Estimated Schedule and Performance Milestones

The High Level Project Plan will be prepared by Maricopa County and Windsor during Phase 1.

K. Acceptance Criteria and Warranty Period

Acceptance testing is intended to ensure that the system provided hereunder operates in substantial accord with the County's specifications, is adequate to perform as warranted by

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Exhibit B: Scope of Work

Windsor, and evidences a satisfactory level of performance reliability, prior to its acceptance by the County. The deliverables associated with System Acceptance are outlined in the Deliverables section of this Scope of Work, and encompass RFP Attachment E – Software Technical Requirements.

Windsor shall be required to participate fully with appropriate County personnel in testing the functionality and capacity of the proposed system to ascertain conformance with the acceptance deliverables.

During the warranty period the County will maintain a copy of the delivered system as provided at the time of go-live.

WINDSOR MANAGEMENT GROUP LLC., 8950 S 52ND STREET #309, TEMPE, AZ 85284

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Terms:	2% 10 DAYS NET 30
Federal Tax ID Number:	86-0811316
Vendor Number:	860811316
Telephone Number:	480/777-7166
Fax Number:	480/777-7164
Contact Person:	Sid Borcher
E-mail Address:	sidb@infinitevisions.com
Company Web Site:	www.infinitevisions.com
Certificates of Insurance	Required
Performance Bond Required	$1,000,000.00
Contract Period:	To cover the period ending **February 28, 2009.**